

14 CV 8084  
2.25.2015

Your Honor,

Just a brief overview:

My name is Eric Fischgrund, I'm a Marketing and Public Relations executive who owns and operates a boutique marketing and PR firm based in New York City.

First, I have not as of yet been served, but wish to convey my thoughts and request for dismissal, as being named in a RICO lawsuit may have negative ramifications on my business and my family.

**Second, my name appears less than a handful of times throughout this 520 page document. Throughout the document, Mr. Jacob Frydman does not provide any evidence for his litigation against me, and despite multiple requests in e-mail and over the phone, Mr. Frydman has never elaborated on these claims. As I will explain throughout this document, it seems that Mr. Frydman included me because of my relationship with Mr. Verschleiser, and to blackmail me using litigation into signing legal documents.**

I was employed from November 2011 – October 2013 by United Realty Partners and its affiliates including a non-traded REIT, a broker dealer, and more. To my knowledge, all were owned or operated by Jacob Frydman and Eli Verschleiser. During that time, I developed close personal and professional relationships with Jacob and Monica (Jacob Frydman's wife), as well as Eli. I left in October 2013, citing dysfunction between the two and lack of leadership within their sales channel. I am on record as saying this. A few points I would like to make clear before the court:

**About myself and my Company:**

- I recently launched my company, FischTank Marketing and PR, a marketing, writing, and media relations firm.
- I occupy office space on the same floor as Eli Verschleiser at 44 Wall Street, New York, NY.
- On behalf of Mr. Verschleiser and his charitable organizations, I have secured media placements pertaining to his real estate expertise and philanthropic effort in media outlets including but not limited to: HuffingtonPost, The Hill, Jerusalem Post, Moscow Times, Globe Street, The Native Society, Channel 12 Brooklyn, Brooklyn Courier, and more.

**My relationship with United Realty, including repeated support of their Marketing team:**

- I have approximately \$46,000 worth of restricted shares in United Realty. It undermines my own financial objectives to hurt the Company.

- Following my departure from United Realty, Monica Frydman contacted me in November and asked me to go to dinner with the sales team, including Betsy Ward and Rick Vitale, to share marketing tips and the best advice for working with Jacob and the team. I obliged.
- In December, I was notified via Google Alerts, that a Law360 article was published regarding a lawsuit between the two, and each sent them an e-mail asking about the situation. Only Eli responded. I also message both individuals to see if they were looking for proactive marketing and public relations support, to combat the negative publicity. Eli responded asking for assistance in re-starting Multi Group of Companies and promoting his charities. Jacob did not respond.
- The United Realty Marketing has continued to reach out to me for assistance with marketing challenges. I oblige every time.
- On January 28, 2015 – A senior executive at United Realty, Betsy Ward, endorsed me on LinkedIn for several skills, including Marketing and Communications, as a testament to my support of United Realty following departure.

**Jacob Frydman's pursuit of litigation and what I perceive to be as extortion:**

- During the summer of 2014, I was subpoenaed by Jacob Frydman to testify regarding a variety of topics, none directly related to me. Most were about his working relationship with Eli, which I responded to honestly, and was in an out of the deposition within 30 minutes.
- In early October, I was contacted by Monica Frydman, requesting a meeting between me and Jacob. Being fully aware of their pending litigation against each other, I called her directly to emphasize that if it was about legal matters related to the case, I was not interested. Monica assured me it was business focused, so I went to meet Jacob in front of his building. As we began to walk, he informed me that he was naming me in a case. He mentioned that while he didn't believe I would do anything to hurt him, "his life was ruined" by online postings and he needed to remove them. He offered me a court order to sign, which in my estimation would effectively admit guilt, which would help him remove the online posts once he submitted it to Google, Bing, and Yahoo via an Internet lawyer. I grew very angry, stating multiple times my belief that he was attempting to blackmail into something. He told me he would think about it that night.
- During this time, I was told by multiple people, including employees of United Realty, that there had been an event in Las Vegas where negative flyers were distributed defaming Jacob. I was told that Monica Frydman had solicited several people at the event to ask if I was in attendance, as I "matched a description" and blaming me for the incident. *However, I was in Jersey City that weekend having my professional engagement photos taken with my fiancée.*

- I was contacted again by Jacob days later, and was told he was going to go through with naming me in the lawsuit. I sent an angry e-mail to him and his wife, sharing my disappointment that they would treat me in such a way. Monica responded saying that I had “aligned myself with the wrong horse.” I did not know that occupying the same floor as Mr. Verschleiser, was aligning myself with anyone. She then responded by mentioning that United Realty had great office space, insinuating that I could move there. She then requested that I meet Jacob for a drink.
- I met Jacob for a drink, whereupon we argued about the case, and he requested I sign the court order. He consistently referenced online defamation, again, which I have no knowledge of. Once again, I refused to sign the court order. He repeatedly referred to what a wonderful employee I had been, how much he missed me, and how “his life was ruined.”
- Jacob pursued me for two weeks, and at one point on October 23, offered me \$25,000 in cash, as a redemption for my approximately \$38,000 (at the time) value in United Realty restricted stock. His offer was contingent upon me signing the court order, whereupon he would make monthly payment installments to me. Jacob made several revisions to the court order, release, and accompanying “side papers” during this time, in an effort to get me to sign. I continued to refuse, and have record of each of these e-mails.  
**(Attached, please find e-mails, stipulations, side-letters, releases, and transfer of shares documents)**
- On October 23, 2014, I conducted a call with Jacob Frydman. On this call, Jacob:
  - Stated that his chief goal was to remove negative content from the website. He stated that he already had a lawyer ready to take the paper and file them with Google and Bing.
  - Stated that he did not think I did anything intentionally to hurt him, and may have inadvertently helped Eli by teaching him SEO.
  - Stated that his life was ruined.
  - Continued to offer different side papers, notes, comments, etc. to get me to sign the court order.
  - Offered to retain my firm for SEO and Marketing purposes if I would sign the court order.
  - Offered me cash compensation to sign the court order.
  - Offered to refer me business if I would sign the court order.
- I ultimately refused to sign anything Jacob offered, in large part because I did not feel comfortable having a judgment against myself for something I did not do.
- When I called Jacob to repeat this, he became very angry with me, and we ended the conversation.

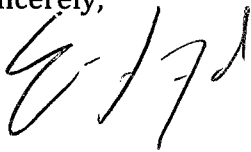
In closing, I would like to make it clear why I have chosen to represent myself and request immediate dismissal from this case. Yes, I occupy office space near Eli Verschleiser. I also frequently place Eli and his non-profits in publications such as Huffington Post, Algemeiner, The Hill, Globe Street, Jerusalem Post, and others. – all in a positive light. During Magen (one of the Verschleiser family charities) Annual Safety Day I had multiple reporters and TV crews attend. I would have done the same for Jacob, as offered to him via e-mail prior to this mess.

I have numerous communications from Jacob and Monica praising my work ethic, and offering recommendations and referrals. I have always had a great relationship with both of them, and could not be more frustrated that Jacob has chosen to involve me in this lawsuit. It seems that my proximity to Eli has led Jacob to believe that I am involved in their very personal conflict between one another. I would like to reiterate, that undermining Jacob Frydman and United Realty, hurts my financial status, as well as my professional and ethical values. I am working hard to grow a business, and hiring lawyers and spending days in court is not something I need at this moment.

After speaking with the Pro Se department, I am writing you to request a hearing to request my dismissal from this case.

Thank you very much, I appreciate your time.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Fischgrund', written in a cursive style.

Eric Fischgrund



Eric Fischgrund &lt;eric.fischgrund@gmail.com&gt;

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**settlement discussions**5 messages

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**Jacob Frydman** <jacob.f@urpa.com>  
To: Eric Fischgrund <eric.fischgrund@gmail.com>

Wed, Oct 8, 2014 at 9:00 AM

Eric

I have attached a courtesy copy of the Summons and Complaint in the action filed yesterday, without exhibits. I have also attached a draft of a proposed settlement stipulation to dismiss you out of this lawsuit.

Also, since I know you do not wish to be served at home, if you are willing to accept service electronically by email I will not send a process server. Please let me know, in which case I will send the exhibits and ask you to confirm service.

If you are prepared to execute the proposed settlement stipulation I will send you an execution version and then once signed I will ask the judge to confirm it and dismiss you out of the lawsuit.

Please note that the draft settlement proposal is confidential and may not be used for any purpose other than to consider a possible settlement.

Please let me know your thoughts.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**

60 Broad Street, 34<sup>th</sup> Floor | New York, NY 10005

Direct: 212-388-6880 | Main: 212-388-6800

Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@URPA.com

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**3 attachments**



**Filed Complaint.pdf**

1188K



**Fischgrund Summons.pdf**

56K



**Fishgrund stipulation - Confidential Draft.pdf**

167K

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**Eric Fischgrund** <eric.fischgrund@gmail.com>

Wed, Oct 8, 2014 at 9:30 AM

To: Jacob Frydman <jacob.f@urpa.com>

I would love to see the "Exhibits" you have regarding my involvement, because I know they are either a) fraudulent or b) don't exist. If I find out who (if anyone) has accused me of anything, manufactured evidence as such, I will address that.

I will review in detail with my lawyer, but find item #4 to be interesting regarding "taking down" posts. I didn't create a single blog post, social entity, etc. so I will be hard-pressed to take any down. I hope you can understand that.

I am so ridiculously tired of being stabbed in the back by people I trusted.

I will review and get back to you. I want out of this immediately, and the sooner and most respectfully that you can realize you made a mistake and remove me from this, the happier I will be.

Eric

Eric Fischgrund

Cell: 215 870 0185

**FischTank - PR & Marketing**

Website - [www.FischTankPR.com](http://www.FischTankPR.com)

Twitter - [www.Twitter.com/Fisch\\_Tank](http://www.Twitter.com/Fisch_Tank)

LinkedIn - [www.linkedin.com/in/ericfischgrund](http://www.linkedin.com/in/ericfischgrund)

[Quoted text hidden]

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**Jacob Frydman** <jacob.f@urpa.com>

Wed, Oct 8, 2014 at 12:01 PM

To: Eric Fischgrund <eric.fischgrund@gmail.com>

Eric

The exhibits are voluminous, and if you are accepting service then I am happy to get them to you. Please confirm.

As to the settlement proposal, I need to keep paragraph 4 in. I do not believe that par. 4 it puts any obligation on you, but it will help me in getting rid of the offending posts, and should not impact you in any way. It is not my expectation that you will remove anything – it is my expectation that the websites, blogs etc will remove them.

Please let me know your thoughts.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**

60 Broad Street, 34<sup>th</sup> Floor | New York, NY 10005

Direct: 212-388-6880 | Main: 212-388-6800

Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@URPA.com

**From:** Eric Fischgrund [mailto:eric.fischgrund@gmail.com]

**Sent:** Wednesday, October 08, 2014 9:30 AM

**To:** Jacob Frydman

**Subject:** Re: settlement discussions

[Quoted text hidden]

[Quoted text hidden]

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**Eric Fischgrund** <eric.fischgrund@gmail.com>

Tue, Oct 14, 2014 at 1:26 PM

To: Jacob Frydman <jacob.f@urpa.com>

Jacob,

I would like to meet with you in person to discuss this. Please let me know a time and place.

Eric

Eric Fischgrund

Cell: 215 870 0185

**FischTank - PR & Marketing**

Website - [www.FischTankPR.com](http://www.FischTankPR.com)

Twitter - [www.Twitter.com/Fisch\\_Tank](http://www.Twitter.com/Fisch_Tank)

LinkedIn - [www.linkedin.com/in/ericfischgrund](http://www.linkedin.com/in/ericfischgrund)

[Quoted text hidden]

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**Eric Fischgrund** <[eric.fischgrund@gmail.com](mailto:eric.fischgrund@gmail.com)>  
To: Tom Fleckenstein <[Tfleck84@yahoo.com](mailto:Tfleck84@yahoo.com)>

Tue, Oct 14, 2014 at 8:01 PM

This was the original.

Sent from my iPhone - please excuse the brevity.

Begin forwarded message:

**From:** Jacob Frydman <[jacob.f@urpa.com](mailto:jacob.f@urpa.com)>  
**Date:** October 8, 2014 at 9:00:53 AM EDT  
**To:** Eric Fischgrund <[eric.fischgrund@gmail.com](mailto:eric.fischgrund@gmail.com)>  
**Subject:** settlement discussions

[Quoted text hidden]

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**3 attachments**



**Filed Complaint.pdf**  
1188K



**Fischgrund Summons.pdf**  
56K



**Fishgrund stipulation - Confidential Draft.pdf**  
167K





Eric Fischgrund &lt;eric.fischgrund@gmail.com&gt;

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**Fishgrund stipulation 2**2 messages

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**Jacob Frydman** <jacob.f@urpa.com>

Wed, Oct 15, 2014 at 9:49 AM

To: Eric Fischgrund &lt;eric.fischgrund@gmail.com&gt;

Per our discussions, I have revised this to include a complete air-tight release as you requested.

Please review and advise.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**60 Broad Street, 34<sup>th</sup> Floor | New York, NY 10005

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Jacob.F@URPA.com

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 **Fishgrund stipulation 2.pdf**  
182K

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**Eric Fischgrund** <eric.fischgrund@gmail.com>

Wed, Oct 15, 2014 at 1:49 PM

2/25/2015

Gmail - Fischgrund stipulation 2

To: Jacob Frydman <jacob.f@urpa.com>

I will review and get back to you. Thank you.

Eric Fischgrund

Cell: 215 870 0185

**FischTank - PR & Marketing**

Website - [www.FischTankPR.com](http://www.FischTankPR.com)

Twitter - [www.Twitter.com/Fisch\\_Tank](http://www.Twitter.com/Fisch_Tank)

LinkedIn - [www.linkedin.com/in/ericfischgrund](http://www.linkedin.com/in/ericfischgrund)

[Quoted text hidden]



Eric Fischgrund &lt;eric.fischgrund@gmail.com&gt;

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**Fishgrund stipulation 3**10 messages

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**Jacob Frydman** <jacob.f@urpa.com>  
To: Eric Fischgrund <eric.fischgrund@gmail.com>

Thu, Oct 16, 2014 at 7:41 AM

Eric

I made a few tweaks. Please see attached.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**

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Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@URPA.com

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**Fishgrund stipulation 3.docx**

23K

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**Eric Fischgrund** <eric.fischgrund@gmail.com>  
To: Jacob Frydman <jacob.f@urpa.com>

Thu, Oct 16, 2014 at 7:42 AM

Header of the stip says:

IN THE UNITED REALTY STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF NEW YORK

Eric Fischgrund

Cell: 215 870 0185

**FischTank - PR & Marketing**

Website - [www.FischTankPR.com](http://www.FischTankPR.com)

Twitter - [www.Twitter.com/Fisch\\_Tank](http://www.Twitter.com/Fisch_Tank)

LinkedIn - [www.linkedin.com/in/ericfischgrund](http://www.linkedin.com/in/ericfischgrund)

[Quoted text hidden]

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**Jacob Frydman** <jacob.f@urpa.com>  
To: Eric Fischgrund <eric.fischgrund@gmail.com>

Thu, Oct 16, 2014 at 7:44 AM

My macro error. I fixed it.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**

60 Broad Street, 34<sup>th</sup> Floor | New York, NY 10005

Direct: 212-388-6880 | Main: 212-388-6800

Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@URPA.com

**From:** Eric Fischgrund [mailto:eric.fischgrund@gmail.com]

**Sent:** Thursday, October 16, 2014 7:43 AM

**To:** Jacob Frydman

**Subject:** Re: Fishgrund stipulation 3

[Quoted text hidden]

[Quoted text hidden]



**Fishgrund stipulation 3.docx**

23K

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**Eric Fischgrund** <eric.fischgrund@gmail.com>

Fri, Oct 17, 2014 at 9:10 AM

To: Jacob Frydman <jacob.f@urpa.com>

Jacob, can you please explain the small tweaks you made? My lawyers are reviewing this.

I'm committed to getting dismissed from this lawsuit one way or another.

Eric Fischgrund

Cell: 215 870 0185

**FischTank - PR & Marketing**

Website - [www.FischTankPR.com](http://www.FischTankPR.com)

Twitter - [www.Twitter.com/Fisch\\_Tank](http://www.Twitter.com/Fisch_Tank)

LinkedIn - [www.linkedin.com/in/ericfischgrund](http://www.linkedin.com/in/ericfischgrund)

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**Jacob Frydman** <jacob.f@urpa.com>

Fri, Oct 17, 2014 at 9:37 AM

To: Eric Fischgrund <eric.fischgrund@gmail.com>

Eric they related primarily to the last paragraph. Here's a redline.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**

60 Broad Street, 34<sup>th</sup> Floor | New York, NY 10005

Direct: 212-388-6880 | Main: 212-388-6800

Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@URPA.com

**From:** Eric Fischgrund [mailto:[eric.fischgrund@gmail.com](mailto:eric.fischgrund@gmail.com)]

**Sent:** Friday, October 17, 2014 9:10 AM

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[Quoted text hidden]

[Quoted text hidden]



**Settlement Redlie.docx**

26K

Eric Fischgrund <eric.fischgrund@gmail.com>

Fri, Oct 17, 2014 at 11:17 AM

To: Jacob Frydman <jacob.f@urpa.com>

Jacob, i have one concern, and that is related to my shareholder status of United Realty.

I have no problem agree to no litigation between both parties respecting this case and anything else, but i would like to see an exception, and that is if the case is directly related to me as a URT shareholder.

I hope you understand, and that's not an accusation -- but this past year has been crazy enough that i want to protect my investment with the company.

Does that make sense?

E

Eric Fischgrund

Cell: 215 870 0185

**FischTank - PR & Marketing**

Website - [www.FischTankPR.com](http://www.FischTankPR.com)

Twitter - [www.Twitter.com/Fisch\\_Tank](http://www.Twitter.com/Fisch_Tank)

LinkedIn - [www.linkedin.com/in/ericfischgrund](http://www.linkedin.com/in/ericfischgrund)

[Quoted text hidden]

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Jacob Frydman <jacob.f@urpa.com>

Fri, Oct 17, 2014 at 12:03 PM

To: Eric Fischgrund <eric.fischgrund@gmail.com>

There are no restrictions on your suing fir anything which may arise from and after the date of signing. If you have any claims as of today then I'd like to know what they are.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**United Realty Trust Incorporated**

44 Wall Street | New York, NY 10005

Direct: 212-388-6880 | Main: 212-388-6800

Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@urpa.com [www.UnitedRealtyTrust.com](http://www.UnitedRealtyTrust.com)

[Quoted text hidden]

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Eric Fischgrund <eric.fischgrund@gmail.com>

Fri, Oct 17, 2014 at 12:36 PM

To: Jacob Frydman <jacob.f@urpa.com>

No claims at all. Around 1.5 years ago I had shares "clawed back" which I didn't understand, and as you know, the financial team had a difficult time explaining to me. I have my shares now which makes me very happy.

Eric Fischgrund

Cell: 215 870 0185

**FischTank - PR & Marketing**

Website - [www.FischTankPR.com](http://www.FischTankPR.com)

Twitter - [www.Twitter.com/Fisch\\_Tank](http://www.Twitter.com/Fisch_Tank)

LinkedIn - [www.linkedin.com/in/ericfischgrund](http://www.linkedin.com/in/ericfischgrund)

[Quoted text hidden]

**Eric Fischgrund** <eric.fischgrund@gmail.com>  
To: Jacob Frydman <jacob.f@urpa.com>

Fri, Oct 17, 2014 at 2:03 PM

To clarify, i just want to make sure nothing can happen to my shares.

**Eric Fischgrund**  
Cell: 215 870 0185  
**FischTank - PR & Marketing**  
Website - [www.FischTankPR.com](http://www.FischTankPR.com)  
Twitter - [www.Twitter.com/Fisch\\_Tank](http://www.Twitter.com/Fisch_Tank)  
LinkedIn - [www.linkedin.com/in/ericfischgrund](http://www.linkedin.com/in/ericfischgrund)

[Quoted text hidden]

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**Jacob Frydman** <jacob.f@urpa.com>  
To: Eric Fischgrund <eric.fischgrund@gmail.com>

Fri, Oct 17, 2014 at 2:04 PM

Nothing can happen to your shares.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**

60 Broad Street, 34<sup>th</sup> Floor | New York, NY 10005

Direct: 212-388-6880 | Main: 212-388-6800

Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@URPA.com

**From:** Eric Fischgrund [mailto:eric.fischgrund@gmail.com]  
**Sent:** Friday, October 17, 2014 2:03 PM

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

2/25/2015

Gmail - (no subject)



Eric Fischgrund &lt;eric.fischgrund@gmail.com&gt;

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**(no subject)**

4 messages

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**Jacob Frydman** <jacob.f@urpa.com>  
To: Eric Fischgrund <eric.fischgrund@gmail.com>

Thu, Oct 23, 2014 at 12:13 PM

Eric

Please see the last paragraph of the letter and the transfer form which is the exhibit.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**60 Broad Street, 34<sup>th</sup> Floor | New York, NY 10005

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Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@URPA.com

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**2 attachments** **Transfer\_Form.pdf**  
106K **Side Letter.docx**  
14K

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**Eric Fischgrund** <eric.fischgrund@gmail.com>  
To: Tom Fleckenstein <Tfleck84@yahoo.com>

Thu, Oct 23, 2014 at 12:14 PM



Sent from my iPhone - please excuse the brevity.

Begin forwarded message:

**From:** Jacob Frydman <jacob.f@urpa.com>  
**Date:** October 23, 2014 at 12:13:30 PM EDT  
**To:** Eric Fischgrund <eric.fischgrund@gmail.com>

[Quoted text hidden]

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**2 attachments**



**Transfer\_Form.pdf**  
106K



**Side Letter.docx**  
14K

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**Eric Fischgrund** <eric.fischgrund@gmail.com>  
To: Jacob Frydman <jacob.f@urpa.com>

Thu, Oct 23, 2014 at 12:14 PM

Thank you. I will review with Tom today.

Sent from my iPhone - please excuse the brevity.

[Quoted text hidden]

<Transfer\_Form.pdf>

<Side Letter.docx>

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**Jacob Frydman** <jacob.f@urpa.com>  
To: Eric Fischgrund <eric.fischgrund@gmail.com>

Thu, Oct 23, 2014 at 12:16 PM

Thanks. Also, as I am traveling all of next week, I would suggest that if we do this we should do it today or tomorrow the latest.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**

60 Broad Street, 34<sup>th</sup> Floor | New York, NY 10005

Direct: 212-388-6880 | Main: 212-388-6800

Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@URPA.com

**From:** Eric Fischgrund [mailto:eric.fischgrund@gmail.com]

**Sent:** Thursday, October 23, 2014 12:15 PM

**To:** Jacob Frydman

**Subject:** Re:

[Quoted text hidden]

[Quoted text hidden]



Eric Fischgrund &lt;eric.fischgrund@gmail.com&gt;

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**(no subject)**

7 messages

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**Jacob Frydman** <jacob.f@urpa.com>

Wed, Oct 22, 2014 at 7:42 PM

To: Eric Fischgrund &lt;eric.fischgrund@gmail.com&gt;

Please see attached. Let's set a call with your lawyer for tomorrow.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**60 Broad Street, 34<sup>th</sup> Floor | New York, NY 10005

Direct: 212-388-6880 | Main: 212-388-6800

Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@URPA.com

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---

**2 attachments****Release agreement.doc**

57K

**20141022-Stipulation and Final Judgment and Permanent Injunction-2.docx**

30K

---

**Eric Fischgrund** <eric.fischgrund@gmail.com>

Wed, Oct 22, 2014 at 7:59 PM

To: Jacob Frydman &lt;jacob.f@urpa.com&gt;

Good timing, i just spoke with him.

We can do 9am tomorrow, is that ok with you?

605-475-4000  
Access code: 764117

Sent from my iPhone - please excuse the brevity.  
[Quoted text hidden]

<Release agreement.doc>

<20141022-Stipulation and Final Judgment and Permanent Injunction-2.docx>

---

**Jacob Frydman** <jacob.f@urpa.com>  
To: Eric Fischgrund <eric.fischgrund@gmail.com>

Thu, Oct 23, 2014 at 5:11 AM

Yes. Please send him the docs. I am available at 9 AM. If you want a dial in number, lets use 712-432-0927 pin 496144.

Thank you,

*Jacob Frydman*  
*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**

60 Broad Street, 34<sup>th</sup> Floor | New York, NY 10005

Direct: 212-388-6880 | Main: 212-388-6800

Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@URPA.com

**From:** Eric Fischgrund [mailto:eric.fischgrund@gmail.com]  
**Sent:** Wednesday, October 22, 2014 8:00 PM  
**To:** Jacob Frydman  
**Subject:** Re:

[Quoted text hidden]

[Quoted text hidden]

---

**Eric Fischgrund** <eric.fischgrund@gmail.com>  
To: Jacob Frydman <jacob.f@urpa.com>

Thu, Oct 23, 2014 at 7:02 AM

Great. I already sent him mine, see below; and talk to you at 9.

605-475-4000  
Access code: 764117

2/25/2015

Gmail - (no subject)

Sent from my iPhone - please excuse the brevity.

[Quoted text hidden]

---

**Eric Fischgrund** <eric.fischgrund@gmail.com>  
To: Tom Fleckenstein <Tfleck84@yahoo.com>

Thu, Oct 23, 2014 at 7:03 AM

Want to make sure you have this.

Sent from my iPhone - please excuse the brevity.

Begin forwarded message:

**From:** Jacob Frydman <jacob.f@urpa.com>  
**Date:** October 22, 2014 at 7:42:49 PM EDT  
**To:** Eric Fischgrund <eric.fischgrund@gmail.com>

[Quoted text hidden]

---

**2 attachments**



**Release agreement.doc**  
57K



**20141022-Stipulation and Final Judgment and Permanent Injunction-2.docx**  
30K

---

**Jacob Frydman** <jacob.f@urpa.com>  
To: Eric Fischgrund <eric.fischgrund@gmail.com>

Thu, Oct 23, 2014 at 7:58 AM

Will use your call in.

Thank you,

*Jacob Frydman*

*Chairman, CEO*

**UNITED REALTY GROUP OF COMPANIES**

60 Broad Street, 34<sup>th</sup> Floor | New York, NY 10005

Direct: 212-388-6880 | Main: 212-388-6800

Mobile: 917-578-3800 | Fax: 212-388-6811

Jacob.F@URPA.com

**From:** Eric Fischgrund [mailto:eric.fischgrund@gmail.com]  
**Sent:** Thursday, October 23, 2014 7:03 AM  
**To:** Jacob Frydman  
**Subject:** Re: RE:

[Quoted text hidden]

[Quoted text hidden]

---

**Eric Fischgrund** <eric.fischgrund@gmail.com>  
To: Jacob Frydman <jacob.f@urpa.com>

Thu, Oct 23, 2014 at 5:25 PM

Jacob, is there a way to do this without having a judgement against me. As I hope you can understand, I just launched a business, and will soon be house hunting. Having a judgement hanging over my head will be very stressful.

Please advise if there is another way for you to get what you want without me having a judgement against me.

Eric

Eric Fischgrund  
Cell: 215 870 0185  
**FischTank - PR & Marketing**  
Website - [www.FischTankPR.com](http://www.FischTankPR.com)  
Twitter - [www.Twitter.com/Fisch\\_Tank](https://twitter.com/Fisch_Tank)  
LinkedIn - [www.linkedin.com/in/ericfischgrund](http://www.linkedin.com/in/ericfischgrund)  
[Quoted text hidden]

IN THE UNITED REALTY STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X  
JACOB FRYDMAN

Plaintiff,

-against-

Civil Action 14 CV 8084

ELI VERSCHLEISER, MULTI CAPITAL GROUP OF  
COMPANIES, LLC, ERIC FISCHGRUND, RAUL  
DELFORNO, OPHIR PARNASI, ALEX ONICA, FRANK  
CHANDLER, CAESARS ENTERTAINMENT  
CORPORATION, and DOES 1 through 10 inclusive.

**STIPULATION AND  
ORDER**

Defendants.  
-----X

WHEREAS, Frydman and Fischgrund wish to compromise and fully and finally settle any and all claims made by Frydman against Fischgrund in this action, intending to be legally bound, and in consideration of the mutual covenants and other good and valuable consideration set forth herein, JACOB FRYDMAN ("Plaintiff") and Defendant ERIC FISCHGRUND ("Fischgrund") hereby agree and stipulate that:

1. Subject to the execution hereof, and same being "so-ordered" by the court, Fischgrund shall be dismissed as a defendant in this matter, and Frydman shall be deemed to have settled all claims against Fischgrund which were or which could have been brought against Fischgrund in this action, but that the same shall not release or otherwise effect any claims which Frydman has against any of the other Defendants in this action.
2. Frydman and Fischgrund represent and warrant that neither of them has any pending claims against the other except those set forth in the Action and further represent and warrant that neither of them has assigned any such claims or any interest therein to any other person or entity.
3. Fischgrund hereby stipulates and agrees that he shall not, without Frydman's prior written approval, directly or indirectly, use, display, publish, in any manner the Frydman name and likeness, or any United Realty name, mark or internet domain name that incorporates Frydman's or United Realty's name or mark or any mark associated with any of Frydman's businesses, including, without limitation, "LambdaStar", "Hudson York", "Hudson-York Capital", "White Acre", "Senergy", "Surrey", "Tivoli Partners" or any name or mark which is confusingly similar to or a colorable imitation thereof, and will not undertake any acts which will tarnish, blur, or dilute, or are likely to tarnish, blur, disparage or dilute Frydman's name, likeness or the marks or names or marks of Frydman's businesses; and will not directly or indirectly make, nor assist any other

person in making, any representations that Frydman or his businesses have acted in any improper manner, or which reveal any information about Frydman or his businesses which has not been consented to in writing, in advance by Frydman; nor make or induce others to make any disparaging or false, misleading or deceptive statement of fact, or representation of fact regarding Frydman or United Realty or any of Frydman's businesses, products or services.

4. The parties hereto stipulate, and it is hereby ORDERED by this court that all disparaging, or false, misleading or deceptive statements of fact, or representation of fact regarding Frydman or United Realty or any of Frydman's businesses, products or services in any and all postings on any website, domain, blog or internet post, be permanently removed, including, without limitation, removing same from wordpress.com, reitwrecks.com, weebly.com, scam.com, linkedin.com, blogspot.com, twitter.com, congo.com, scamorg.com, ebosswatch.com, boardreader.com, complaintsboard.com, scamguard.com, ripoffreport.com and any other domains and websites on which they appear; and that all internet search engines, including but not limited to, Google, Bing and Yahoo!, cease indexing or returning any searches which contain any disparaging, or false, misleading or deceptive statement of fact, or representation of fact regarding Frydman or United Realty or any of Frydman's businesses, products or services in any and all postings on any website, domain, blog or internet post.

Dated: October \_\_\_\_ 2014.

\_\_\_\_\_  
Eric Fischgrund

\_\_\_\_\_  
Jacob Frydman

SO ORDERED:  
\_\_\_\_\_



IN THE UNITED REALTY STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X  
JACOB FRYDMAN

Plaintiff,

-against-

ELI VERSCHLEISER, MULTI CAPITAL GROUP OF  
COMPANIES, LLC, ERIC FISCHGRUND, RAUL  
DELFORNO, OPHIR PARNASI, ALEX ONICA, FRANK  
CHANDLER, CAESARS ENTERTAINMENT  
CORPORATION, and DOES 1 through 10 inclusive.

Defendants.  
-----X

Civil Action 14 CV 8084

**STIPULATION AND  
ORDER**

**JUDGE DANIELS**

WHEREAS, Frydman and Fischgrund wish to compromise and fully and finally settle any and all claims made by Frydman against Fischgrund in this action, intending to be legally bound, and in consideration of the mutual covenants and other good and valuable consideration set forth herein, JACOB FRYDMAN ("Frydman") and Defendant ERIC FISCHGRUND ("Fischgrund") hereby agree and stipulate that:

1. Subject to the execution hereof, and same being "so-ordered" by the court, Fischgrund shall be dismissed as a defendant in this matter, and Frydman shall be deemed to have settled all claims against Fischgrund which were or which could have been brought against Fischgrund in this action, but that the same shall not release or otherwise effect any claims which Frydman has against any of the other Defendants in this action.
2. Frydman and Fischgrund represent and warrant that neither of them has any pending claims against the other except those set forth in the Action and further represent and warrant that neither of them has assigned any such claims or any interest therein to any other person or entity.
3. Frydman and Fischgrund each hereby release and forever discharge the other and his respective affiliates, successors, heirs and assigns (collectively the "Released Parties") from all liability whatsoever and any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present, whether known or unknown, suspected, or claimed against the Released Parties which either ever had, now have, or hereafter may have, by reason of any matter, cause,

or thing whatsoever, from the beginning of the world through the time of execution hereof.

4. Fischgrund hereby stipulates and agrees that he shall not, without Frydman's prior written approval, directly or indirectly, use, display, publish, in any manner Frydman's name or likeness, or any United Realty name, mark or internet domain name that incorporates Frydman's or United Realty's name or mark or any mark associated with any of Frydman's businesses, including, without limitation, "United Realty", "Cable Lodge", "LambdaStar", "Hudson York", "Hudson-York Capital", "White Act", "Senergy", "Surrey", "Tivoli Partners" or any name or mark which is confusingly similar to or a colorable imitation thereof, and will not undertake any acts which will or are likely to tarnish, blur, disparage or dilute Frydman's name, likeness or the marks or names of United Realty or the marks of Frydman's other businesses; and will not directly or indirectly make, nor assist any other person in making any statements that Frydman or United Realty or any of Frydman's other businesses have acted in any improper manner, or which reveal any information about Frydman or his businesses which has not been consented to in writing, in advance by Frydman; nor make or induce others to make any disparaging or false, misleading or deceptive statement of fact, or representation of fact regarding Frydman or United Realty or any of Frydman's businesses, products or services.
5. The parties hereto hereby stipulate, and it is hereby ORDERED by this court that all disparaging statements and/or any other statements which in any way, in whole or in part, has, or is likely to, tarnish, blur, disparage or dilute Frydman's name, Frydman's likeness or the United Realty name or the marks of United Realty or the name or marks of any of Frydman's affiliates or businesses, products or services which are included in any , article, website, domain, blog, or otherwise posted on the Internet or other publication be permanently removed therefrom, including, without limitation, permanently removing any article, blog, publication or other Internet posting or publication now or hereafter appearing, displayed by, on or through, or otherwise in any manner appearing in, on or through wordpress.com, reitwrecks.com, weebly.com, scam.com, linkedin.com, blogspot.com, twitter.com, congoo.com, boardreader.com, blogpost.com, yolasite.com, scam.org.com, ebosswatch.com, boardreader.com, complaintsboard.com, scamguard.com, ripoffreport.com, the Real Deal, Twitter, Facebook, LinkedIn, and/or any other domain or subdomain which in any way includes the words "Frydman" or "United Realty" and any other websites, domains, subdomains, blogs or other Internet posts or any other publications in, on or through which same appear; and FURTHER ORDERED that all internet search engines, including but not limited to, Google, Bing and Yahoo!, immediately upon receipt of a copy hereof, permanently cease and desist from indexing and/or returning in response to any search request by any person, any

article, blog, post, posting or other item which in any way, in whole or in part, contain any statements or images which do, or are reasonably likely to, or are deemed by Frydman to, disparage, tarnish, blur, or dilute Frydman's name, Frydman's likeness or the United Realty name or the marks of United Realty or the name or marks of any of Frydman's affiliates or businesses, products or services.

Dated: October \_\_\_\_ 2014.

\_\_\_\_\_  
Eric Fischgrund

\_\_\_\_\_  
Jacob Frydman

SO ORDERED:

\_\_\_\_\_

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X  
JACOB FRYDMAN

Plaintiff,

-against-

Civil Action 14 CV 8084

ELI VERSCHLEISER, MULTI GROUP OF  
COMPANIES, LLC, ERIC FISCHGRUND, RAUL  
DELFORNO, OPHIR PARNASI, ALEX ONICA, FRANK  
CHANDLER, CAESARS ENTERTAINMENT  
CORPORATION, and DOES 1 through 10 inclusive.

Defendants.  
-----X

**STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT  
INJUNCTION**

COME NOW the parties, Plaintiff Jacob Frydman (“Frydman”) and Defendant Eric Fischgrund (“Defendant”) (collectively, the “Parties”), and file this Stipulation for Entry of Final Judgment and Permanent Injunction. The Parties wish to compromise and fully and finally settle any and all claims made by Frydman against Defendant Fischgrund in this action. The Parties therefore move the Court to enter the Judgment and Permanent Injunction attached hereto and incorporated herein as Exhibit A which is agreed to by the Parties. The Parties hereby stipulate that:

1. This Court has jurisdiction of the subject matter hereof and of the Parties to this Stipulation;
2. Defendant accepted service of the Summons and Complaint by hand delivery on October \_\_, 2014 and was properly served with notice of this action;
3. Frydman has alleged in his Complaint, among other claims, that Defendant, using anonymous names, monikers, usernames, and aliases, unlawfully published and/or conspired or

assisted in the anonymous publication of statements about Plaintiff on the Internet and through other mediums, which are false, defamatory, and constitute libel per se, and that his doing so was wanton, willful, and malicious;

4. Without admitting liability Defendant agrees to being enjoined from publishing any false, defamatory, or disparaging statements regarding Plaintiff, and consenting to the removal of the false statements from the Internet as set out more fully in the Judgment and Permanent Injunction attached hereto and incorporated herein as Exhibit A;

5. Subject to the Court granting the attached Judgment and Permanent Injunction, any and all claims alleged by Frydman against Defendant in this action or which could have been brought by Frydman against Defendant in this action shall be dismissed with prejudice and deemed fully and finally settled. This dismissal shall not release or otherwise affect any claims that Frydman has against any of the other Defendants in this action;

6. The attached Final Judgment and Permanent Injunction may be entered by any judge of the U.S. District Court for the Southern District of New York;

7. The Parties hereby waive their right to move for a new trial or otherwise seek to set aside the Judgment through any collateral attack, and further waive their right to appeal from the Judgment, except that the Parties both agree that this Court shall retain jurisdiction for the purposes specified in Paragraph 8 of the Judgment, as well as for the enforcement of, compliance with, or punishment of violations of the Judgment attached herewith;

8. Defendant will accept service of any Notice of Entry of Judgment entered in this action by delivery of such notice by hand delivery or via regular mail to his office, and he agrees that same will be deemed personal service upon him for all purposes; and

9. Each party is to bear their own costs and attorney's fees.

**IT IS SO STIPULATED**

Dated: October \_\_, 2014

\_\_\_\_\_  
Jacob Frydman

Dated: October \_\_, 2014

\_\_\_\_\_  
Eric Fischgrund

**EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X  
JACOB FRYDMAN

Plaintiff,

-against-

Civil Action 14 CV 8084

ELI VERSCHLEISER, MULTI GROUP OF  
COMPANIES, LLC, ERIC FISCHGRUND, RAUL  
DELFORNO, OPHIR PARNASI, ALEX ONICA, FRANK  
CHANDLER, CAESARS ENTERTAINMENT  
CORPORATION, and DOES 1 through 10 inclusive.

Defendants.  
-----X

**FINAL JUDGMENT AND PERMANENT INJUNCTION**

Pursuant to the Stipulation agreed to by and between the Parties to the above-captioned action, and good cause appearing therefore;

IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction of the subject matter hereof and the parties hereto.
2. Venue is proper in this Court.
3. The injunctive provisions of this Judgment shall apply to Defendant, Eric Fischgrund ("Defendant"), as well as his agents, servants, employees (collectively, the "Restrained Parties").
4. Plaintiff has alleged that Defendant published or assisted in publishing Defamatory Statements (defined below in paragraph 6b.) about Plaintiff, Jacob Frydman ("Frydman") on the Internet, which are false, defamatory, and constitute libel per se, and that his doing so was allegedly wanton, willful, and malicious.
5. Defendant shall be and hereby is permanently enjoined and restrained from directly or indirectly doing any of the following:



- a. Creating or publishing statements about Plaintiff, the Frydman name and likeness, or any United Realty name, mark or internet domain name that incorporates Frydman's or United Realty's name or mark which is confusingly similar to or a colorable imitation of the Frydman or United Realty or any mark associated with any of Frydman's businesses, including, without limitation, "LambdaStar", "Hudson York", "Hudson-York Capital", "White Acre", "Senenergy", "Suney", "Tivoli Partners" or any name or mark which is confusingly similar to or a colorable imitation thereof (collectively, the "Frydman Entities"); or its business, officers, managers, employees, partners, agents, servants, attorneys, representatives, products, goods, or services which defame, disparage, or contain libelous statements about the Frydman Entities.
- b. Using or displaying the Frydman Entities name or likeness on any websites, domains, blogs, internet postings or advertising, products, or promotional materials in any false and/or deceptive manner;
- c. Using in any manner any name, mark or internet domain name that incorporates a Frydman Entities name or any other name which is associated with Plaintiff or his businesses, or which is confusingly similar to or a colorable imitation of such names;
- d. Doing any act or thing calculated or likely to cause confusion or mistake in the minds of members of the public or prospective customers, investors or business associates of Plaintiff or any of his businesses products or services sponsored or offered by Plaintiff or any of his businesses as to the source of the products or services offered for sale, distributed, or sold, or likely to

deceive members of the public, or prospective customers, investors or business associates into believing that there is some connection between Defendant and Plaintiff;

- e. Committing any acts which will tarnish, blur, or dilute, or are likely to tarnish, blur, disparage or dilute the Plaintiff's name, likeness or the marks or names of Plaintiff's businesses;
- f. Making any representations that Plaintiff or his businesses have acted in any improper manner, or which reveal any information about Plaintiff or his businesses which has not been consented to in writing, in advance by Plaintiff; and
- g. Making or inducing others to make any disparaging or false, misleading or deceptive statement of fact, or representation of fact regarding Plaintiff or Frydman Entities or any of their businesses, products or services.

6. Defendant is ordered to request removal of the Defamatory Statements published from the Internet and from the websites where they are posted and from Internet search engines, including Google, Yahoo!, and Bing and the URLs (defined below in subparagraph c.) where the Defamatory Statements are published by sending a copy of this order to the search engines and URLs.

- a. The Defamatory Statements were published using several anonymous names, monikers, and aliases, including: "United Realty Trust," "Jacob Frydman," "jacob\_frydman\_scam," "JAKE THE SNAKE," "JAKE," "HIS ALIAS," "JAK," JACOB FRYDMAN UNITED REALTY TRUST," "LENDERS

SCREWED BY JACOB FRYDMAN,” “Former Employee,”

“Jacobfrydmanfraud,” “Ex Employee Whistle Blower,” “PutJacobInJail,”

b. The “Defamatory Statements” include and are that Frydman and/or his business United Realty Trust, Inc.:

- i. is a “Fraudster”;
- ii. is a “cheat”;
- iii. is a “lowlife”;
- iv. is a “criminal”;
- v. is a “liar salesman”;
- vi. “Fraud”;
- vii. “dishonest”;
- viii. has many lawsuits against him;
- ix. is the “Biggest real estate FRAUD man”;
- x. is a “thief and a liar”;
- xi. misappropriates investor money;
- xii. is a “scumbag”;
- xiii. files fraudulent financial statements;
- xiv. is a “con artist”;
- xv. is a “con man”;
- xvi. is a “mobster”;
- xvii. “Ponzi”;
- xviii. intentionally defrauds vendors and service providers;
- xix. uses business organizations for concealment of fraudulent activities;

- xx. is “dishonest”;
  - xxi. engages in sexual harassment of his employees;
  - xxii. steals from others;
- c. The Defamatory Statements currently appear at the following “URLs”:
- i. <http://www.scam.com/showthread.php?t=617288>
  - ii. <http://www.scamorg.com/united-realty-trust-inc-a3>
  - iii. [https://twitter.com/FRAUD\\_man](https://twitter.com/FRAUD_man)
  - iv. [https://twitter.com/FRAUD\\_man/status/483315261135933440](https://twitter.com/FRAUD_man/status/483315261135933440)
  - v. [https://twitter.com/FRAUD\\_man/status/483315970464034817](https://twitter.com/FRAUD_man/status/483315970464034817)
  - vi. [https://twitter.com/FRAUD\\_man/status/483314759652347904](https://twitter.com/FRAUD_man/status/483314759652347904)
  - vii. <http://jacobfrydmanfraud.weebly.com/>
  - viii. <http://jacobfrydmanfraud.weebly.com/contact.html>
  - ix. <http://jacobfrydmanfraud.weebly.com/about.html>
  - x. <http://jacobfrydmanfraud.weebly.com/blog/jacob-frydman-real-estate-fraud>
  - xi. <http://jacobfrydmanfraud.weebly.com/blog/jacob-frydman-real-estate-fraud#comments>
  - xii. <http://jacobfrydmanscam.blogspot.com/>
  - xiii. <http://jacobfrydmanscam.blogspot.com/2014/06/dont-become-victim-of-real-estate.html>
  - xiv. <http://jacobfrydmanscam.blogspot.com/search/label/%23fraud>
  - xv. <http://jacobfrydmanscam.blogspot.com/search/label/%23nyc>
  - xvi. <http://jacobfrydmanscam.blogspot.com/search/label/%23real%20estate>
  - xvii. <http://jacobfrydmanscam.blogspot.com/search/label/%23scam>
  - xviii. <http://jacobfrydmanscam.blogspot.com/search/label/%23jacob%20frydman>
  - xix. [http://jacobfrydmanscam.blogspot.com/2014\\_06\\_01\\_archive.html](http://jacobfrydmanscam.blogspot.com/2014_06_01_archive.html)
  - xx. <http://jacobfrydmanscam.blogspot.com/search/label/%23alert>
  - xxi. <https://www.blogger.com/profile/09509411744856969823>
  - xxii. <http://jacobfrydmancriminal.wordpress.com/>
  - xxiii. <http://jacobfrydmancriminal.wordpress.com/2014/06/27/jacob-frydman/>
  - xxiv. <http://jacobfrydmancriminal.wordpress.com/tag/jacob-frydman-real-estate-fraud-criminal-scam-alert/>
  - xxv. <http://jacobfrydmancriminal.files.wordpress.com/2014/06/1.jpg?w=640>
  - xxvi. <http://jacobfrydmancriminal.wordpress.com/type/image/>
  - xxvii. <http://jacobfrydmancriminal.wordpress.com/2014/06/27/jacob-frydman/#comments>
  - xxviii. <http://jacobfrydmancriminal.wordpress.com/about/>
  - xxix. <http://unitedrealtytrust.yolasite.com>
  - xxx. <http://unitedrealtytrust.yolasite.com/contact-us.php>
  - xxxi. <http://unitedrealtytrust.yolasite.com/links.php>
  - xxxii. <http://unitedrealtytrust.yolasite.com/resources/Jacob-Frydman.jpg>

- xxxiii. <http://jacobfrydmanfraud.wordpress.com/>
- xxxiv. <http://jacobfrydmanfraud.wordpress.com/2014/06/27/jacob-frydman/>
- xxxv. <http://jacobfrydmanfraud.wordpress.com/about/>
- xxxvi. <http://jacobfrydmanfraud.wordpress.com/author/jacobfrydmanfraud/>
- xxxvii. [http://www.congoo.com/news/addstorycomment.aspx?st=279183306&Channel\\_ID=23&Category\\_ID=158](http://www.congoo.com/news/addstorycomment.aspx?st=279183306&Channel_ID=23&Category_ID=158)
- xxxviii. <http://www.ebosswatch.com/Company/Reviews/United-Realty-Trust/1397280050/0>
- xxxix. <http://www.ebosswatch.com/Company/Review/United-Realty-Trust/1397280497>
- xl. <http://www.ebosswatch.com/Company/Review/United-Realty-Trust/1397280879>
- xli. <http://www.ebosswatch.com/Company/Review/United-Realty-Trust/1397281010>
- xl.ii. <http://www.ebosswatch.com/Company/Review/United-Realty-Trust/1409973214>
- xl.iii. <http://www.ebosswatch.com/Company/Review/United-Realty-Trust/1409973483>
- xl. iv. <http://boardreader.com/jump/s10809/f565985/47a919819d36877b05d2625885c5bd6e/aHR0cDovL3d3dy5zY2FtLmNvbS9zaG93dGhyZWFKLnBocD90PTYxNzI4OCNwb3N0MTc4Njg1Ng==>
- xl. v. <http://www.ripoffreport.com/r/Jacob-Frydman/Hyde-Park-New-York/Jacob-Frydman-Jake-Frydman-Jake-the-snake-Frydman-Jacob-A-Frydman-United-Realty-Partn-1132636>
- xl. vi. [http://www.ripoffreport.com/reports/specific\\_search/Jacob+Frydman](http://www.ripoffreport.com/reports/specific_search/Jacob+Frydman)
- xl. vii. <http://www.reitwrecks.com/forum/viewtopic.php?f=2&t=841&sid=c462d4ecf9fe652189536061b960b6af>
- xl. viii. <http://www.reitwrecks.com/forum/viewtopic.php?f=2&t=841>
- xl. ix. <http://www.reitwrecks.com/forum/viewtopic.php?f=19&t=840>
- 1. <http://www.reitwrecks.com/forum/viewtopic.php?f=31&t=842>
- li. <http://www.reitwrecks.com/forum/viewtopic.php?f=20&t=843>
- lii. <http://www.reitwrecks.com/forum/viewtopic.php?f=2&t=822>
- liii. <http://www.reitwrecks.com/forum/viewforum.php?f=19>
- liv. <http://www.reitwrecks.com/forum/viewforum.php?f=2>
- lv. <http://www.reitwrecks.com/forum/viewtopic.php?t=841&p=3792>
- lvi. <http://www.reitwrecks.com/forum/viewtopic.php?f=2&t=854>
- lvii. <http://www.reitwrecks.com/forum/viewtopic.php?t=822&p=3596>
- lviii. <http://www.reitwrecks.com/forum/viewtopic.php?t=842&p=3784>
- lix. <http://www.complaintsboard.com/complaints/united-realty-trust-inc-fraud-and-ponzi-c725684.html>
- lx. <http://www.glassdoor.com/Reviews/United-Realty-Partners-Reviews-E794582.htm>
- lxi. <http://www.glassdoor.com/Reviews/Employee-Review-United-Realty-Partners-RVW4040838.htm>
- lxii. <http://www.glassdoor.com/Reviews/Employee-Review-United-Realty-Partners-RVW4682451.htm>

lxiii. <http://www.glassdoor.com/Reviews/Employee-Review-United-Realty-Partners-RVW5044063.htm>

7. Defendant is ordered to request removal from webmasters, Internet service providers, and the Internet search engines Google, Yahoo!, and Bing, to remove any additional webpages in the future on which the Defamatory Statements and/or URLs referenced above in paragraph 6c of this judgment are referenced and/or republished, including but not limited to index, directory, and search results pages by sending a copy of this order to the webmasters, Internet service providers, URLs and the Internet search engines on which same appear.

8. Jurisdiction is retained by the Court for the purpose of enabling any party to the Judgment to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the construction of or the carrying out of this Judgment, for the modification of any of the injunctive provisions hereof, for enforcement of compliance herewith, and for the punishment of violations hereof, if any, as well as to enforce the terms and conditions of this Injunction, or until Defendant's performance thereunder is complete.

9. The clerk is ordered to enter this Judgment forthwith.

**IT IS SO ORDERED**

\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
DATE

IN THE UNITED REALTY STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X  
JACOB FRYDMAN

Plaintiff,

-against-

ELI VERSCHLEISER, MULTI CAPITAL GROUP OF  
COMPANIES, LLC, ERIC FISCHGRUND, RAUL  
DELFORNO, OPHIR PARNASI, ALEX ONICA, FRANK  
CHANDLER, CAESARS ENTERTAINMENT  
CORPORATION, and DOES 1 through 10 inclusive.

Defendants.  
-----X

Civil Action 14 CV 8084

**STIPULATION AND  
ORDER**

**JUDGE DANIELS**

WHEREAS, Frydman and Fischgrund wish to compromise and fully and finally settle any and all claims made by Frydman against Fischgrund in this action, intending to be legally bound, and in consideration of the mutual covenants and other good and valuable consideration set forth herein, JACOB FRYDMAN ("Frydman") and Defendant ERIC FISCHGRUND ("Fischgrund") hereby agree and stipulate that:

1. Frydman and Fischgrund desire to resolve and settle all disputes between them, discontinue this action against Fischgrund, and acknowledging that Fischgrund has accepted service of the complaint, agree as follows.
2. Subject to the execution hereof, and same being "so-ordered" by the court, Fischgrund shall be dismissed as a defendant in this matter, and Frydman shall be deemed to have settled all claims against Fischgrund which were or which could have been brought against Fischgrund in this action, but that the same shall not release or otherwise effect any claims which Frydman has against any of the other Defendants in this action.
3. Frydman and Fischgrund represent and warrant that neither of them has any pending claims against the other except those set forth in the Action and further represent and warrant that neither of them has assigned any such claims or any interest therein to any other person or entity.
4. Frydman and Fischgrund each hereby release and forever discharge the other and his respective affiliates, successors, heirs and assigns (collectively the "Released Parties") from all liability whatsoever and any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages,



liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present, whether known or unknown, suspected, or claimed against the Released Parties which either ever had, now have, or hereafter may have, by reason of any matter, cause, or thing whatsoever, from the beginning of the world through the time of execution hereof.

5. Fischgrund hereby stipulates and agrees that he shall not, without Frydman's prior written approval, directly or indirectly, use, display, publish, in any manner Frydman's name or likeness, or any United Realty name, mark or internet domain name that incorporates Frydman's or United Realty's name or mark or any mark associated with any of Frydman's businesses, including, without limitation, "United Realty", "Cabot Lodge", "LambdaStar", "Hudson York", "Hudson-York Capital", "White Acre", "Senergy", "Surrey", "Tivoli Partners" or any name or mark which is confusingly similar to or a colorable imitation thereof (each a name or mark of Frydman's businesses) and will not undertake any acts which will or are likely to tarnish, blur, disparage or dilute Frydman's name, likeness or the marks or names of United Realty or the marks of Frydman's other businesses; and will not directly or indirectly make, nor assist any other person in making any statements that Frydman or United Realty or any of Frydman's other businesses have acted in any improper manner, or which reveal any information about Frydman or his businesses which has not been consented to in writing, in advance by Frydman; nor make or induce others to make any disparaging or false, misleading or deceptive statement of fact, or representation of fact regarding Frydman or United Realty or any of Frydman's businesses, products or services.
6. The parties hereto hereby stipulate, and it is hereby ORDERED by this court that all websites, domains, subdomains, blogs or other publications posting or publishing any Disparaging Postings as hereafter defined, and all persons in active concert or participation with such websites, domains, subdomains, blogs or other publications (collectively "Publishers") permanently remove from the Internet any and all statements, images or other postings which in any way, in whole or in part, has, or is likely to, or is deemed by Frydman to, tarnish, blur, disparage or dilute Frydman's name, Frydman's likeness or the United Realty name or the marks of United Realty or the name or marks of any of Frydman's affiliates or businesses, products or services (collectively "Disparaging Postings"), including, without limitation all Disparaging Postings identified in the Complaint, including without limitation, by each of the following Publishers: wordpress.com, reitwrecks.com, weebly.com, scam.com, linkedin.com, blogspot.com, twitter.com, congoo.com, boardreader.com, blogpost.com, yolasite.com, scamorg.com, ebosswatch.com, boardreader.com, complaintsboard.com, scamguard.com, ripoffreport.com, the Real Deal, Twitter, Facebook, LinkedIn, and/or any other domain or subdomain which in any way includes the words "Frydman" or "United Realty"; and



FURTHER ORDERED that all internet search engines, including but not limited to, Google, Bing and Yahoo!, and all persons in active concert and/or participation with such search engines, immediately upon receipt of a copy hereof, permanently cease and desist from indexing and/or returning any Disparaging Postings (as above defined) in response to any search request by any person.

Dated: October \_\_\_\_ 2014.

\_\_\_\_\_  
Eric Fischgrund

\_\_\_\_\_  
Jacob Rydman

SO ORDERED:

\_\_\_\_\_

Jacob Frydman  
60 Broad Street  
34<sup>th</sup> Floor  
New York, NY 10004

October \_\_, 2014

Eric Fischgrund  
44 Wall Street  
2<sup>nd</sup> Floor  
New York, NY 10005

In re Settlement of Claims

Eric,

This letter is being provided simultaneously with the execution of the settlement documents in connection with our settlement of claims in the pending action style Frydman v. Verschleiser case number 14 CV 8084 in the United States District Court for the Southern District of New York (the "Action").

I agree that upon our settlement of the Action you will have fully complied with your requirement to request removal of the defamatory statements as set forth in paragraphs 6 and 7 of the final judgment and permanent injunction by your sending a copy of the signed final judgment and permanent injunction to Aaron M. Minc, Esq., Dinn, Hochman & Potter, LLC, 5910 Landerbrook Drive, Suite 200, Cleveland, Ohio 44124, with a request to have him forward same on your or my behalf to all appropriate webmasters, search engines and URLs, in each case at my sole cost and expense. I have retained Mr. Minc to address matters relating to removal of the defamatory statements from the Internet.

Additionally, I agree, that except as to webmasters, search engines and URLs, or others who have posted or published any defamatory statements about me or my companies, or to persons representing me or acting on my behalf with respect to any legal matter, including without limitation, matters related to removing defamatory statements about me or any of my affiliates from the Internet, and except with respect to legal process or properly served subpoenas, notices or the like, or my being ordered or compelled to disclose same, I will not disclose our settlement agreement, the stipulation and/or the final judgment and permanent injunction to any person that I know or believe is an associate or business prospect of yours.

In addition, after we settle, should I receive any inquiry with regards to you from any media source or person with whom you are transacting business with respect to any matters regarding you in connection with the Action, I agree that I will say that you were dismissed out of that suit prior to the filing of an answer and that I have no claims against you in the Action.

Finally, you have requested that I purchase the restricted shares which were issued to you in United Realty Trust Incorporated. As part of our settlement, and in consideration thereof, I hereby agree to purchase the 3,944.5994 shares and any drip dividends earned thereon (the "Shares") which are held by you in United Realty Trust Incorporated for \$25,000 payable \$5,000

on execution of the final judgment and permanent injunction by the court and \$5,000 each month thereafter for the following 4 months. Upon receipt by you of each \$5,000 payment you will execute a transfer form transferring 20% of your Shares to me or my designee in the form attached hereto as Exhibit A and return same to Dov Shimano (or his successor) at United Realty Trust to effect the transfer of the Shares.

Very truly yours,

Jacob Frydman